

OFFEROR SUBMISSION PACKAGE

SOLICITATION: SP0600-04-R-0059

PURCHASE PROGRAM: 2.99

THE ENCLOSED SOLICITATION COVERS THE PERIOD:

BASIC REQUIREMENT

April 01, 2004 through June 30, 2004

OPTION PERIODS

1. July 1, 2004 through September 30, 2004
2. October 1, 2004 through December 31, 2004
3. January 1, 2005 through March 31, 2005

To be timely, offers must be received at the Defense Energy Support Center by:
February 4, 2004, 3:00 p.m. local time

INSTRUCTIONS

1. One copy of this Certification Package must be returned to the Defense Energy Support Center as you offer. All documents to be completed and returned are contained in this Offeror Submission Package:

<u>X</u>	Standard Form 1449
<u>X</u>	Offer Schedule
<u>X</u>	Offer Information Sheet
<u>X</u>	All Applicable Fill-In Clauses

2. Be sure to check your offer prices in Section B for accuracy and legibility prior to submission. Initial all changes. Sign and date the Standard Form 1449 in ink.
3. If you are submitting your offer by facsimile, please limit your facsimile transmission to the contents of this Offer Submission Package.
4. By submission of this package, you are stating that ALL terms and conditions of the entire solicitation are accepted and apply to your offer unless clearly stated herein.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SC0600-03-0002/0003/0004		PAGE 2 OF 18	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-04-R-0059	
6. SOLICITATION ISSUE DATE January 21, 2004		7. FOR SOLICITATION INFORMATION CALL:		a. NAME E. STANLEY/DESC-BZD		b. TELEPHONE NUMBER (no collect calls) (703) 767-9294	
8. OFFER DUE DATE/ LOCAL TIME 4 Feb 04 @ 3:00PM		9. ISSUED BY ATTN DESC BZD RM 2954 DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN RD, SUITE 4950 FORT BELVOIR, VA 22060-6222 SEE BLOCK 6 OF THE DD FORM 1707 FOR ADDRESS TO SEND OFFERS. PPN(S): 2.99		CODE SC0600		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 324110 SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9	
17a. CONTRACTOR / OFFEROR TELEPHONE NO. FAX NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Defense Finance and Accounting Service Columbus Center Stock Fund Directorate Fuels Accounting and Payments Division Attn: DFAS-BVDFB/CC P.O. Box 182317 Columbus, OH 43218-6250	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES **SEE PAGE (Use Reverse and/or Attach Additional Sheets as Necessary)	
21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only) ESTIMATED:		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS AND CONDITIONS SPECIFIED HEREIN.		29. AWARD OF CONTRACT: _____ OFFER DATED <input type="checkbox"/> _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES, WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:.		30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE SIGNED		32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
34. VOUCHER NUMBER		35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER		40. PAID BY		41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	
41b. SIGNATURE AND TITLE OF CERTIFYING		41c. DATE		42a. RECEIVED BY (Print)		42b. RECEIVED AT (Location)	
42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS					

SEGMENT I

This segment applies to both domestic and foreign concerns offering on this solicitation.

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SECTION B – SUPPLIES OR SERVICES AND PRICES/COST

1. SUPPLIES TO BE FURNISHED AND PRICES

The services to be furnished during the period specified herein and the unit prices are as follows:

PERFORMANCE PERIOD: April 1, 2004 through June 30, 2004, with 3, three-month extension periods at the Government's option under Purchase Program 2.99

Services Requirement: Defense Energy Support Center (DESC) requires transportation-trucking services for Kerosene, Gasoline, and Liquid Petroleum Gas (LPG) from loading facilities in Kuwait to various locations in Southern Iraq. The performance period is April 1, 2004 through June 30, 2004, with 3, three-month extension periods at the Government's option. The Contractor is required to provide all manpower, equipment, material and resources necessary to perform these services. The following requirement must be met, inclusive of contractor's pricing:

1. The services to perform include transporting Kerosene, Gasoline, and LPG by transport trucks from Kuwait to various Southern Iraq locations as identified below. DESC reserves the right to change, add, or modify transport truck origin points in Kuwait and delivery locations in Iraq. Locations are defined as follows:

BASIC PERIOD: APRIL 1, 2004 through June 30, 2004

ORIGIN	DESTINATION	PRODUCTS	TOTAL FUEL QUANTITIES	TANKER SIZES
Kuwait	Diwaniyah, Iraq	Kerosene	7,239,658 USG	28,000 liters
		Gasoline	12,553,495 USG	30,000 liters
Kuwait	Latifiyah, Iraq	Kerosene	7,239,658 USG	28,000 liters
		Gasoline	14,835,949 USG	30,000 liters
Kuwait	Mushada, Iraq	Kerosene	5,242,511 USG	28,000 liters
		Gasoline	14,835,949 USG	30,000 liters
Kuwait	Rasafa, Iraq	Kerosene	5,242,511 USG	28,000 liters
		Gasoline	14,835,949 USG	30,000 liters
Kuwait	Basra, Iraq	LPG	41,400 MT	20 Metric Tons

1ST OPTION DELIVERY PERIOD: July 1, 2004 through September 30, 2004

ORIGIN	DESTINATION	PRODUCTS	TOTAL FUEL QUANTITIES	TANKER SIZES
Kuwait	Al Diwaniyah, Iraq	Kerosene	7,239,658 USG	28,000 liters
		Gasoline	12,553,495 USG	30,000 liters

Kuwait	Latifiyah, Iraq	Kerosene	7,239,658 USG	28,000 liters
		Gasoline	14,835,949 USG	30,000 liters
Kuwait	Mushada, Iraq	Kerosene	5,242,511 USG	28,000 liters
		Gasoline	14,835,949 USG	30,000 liters
Kuwait	Rasafa, Iraq	Kerosene	5,242,511 USG	28,000 liters
		Gasoline	14,835,949 USG	30,000 liters
Kuwait	Basra, Iraq	LPG	41,400 MT	20 Metric Tons

2nd OPTION DELIVERY PERIOD: October 1, 2004 through December 31, 2004

ORIGIN	DESTINATION	PRODUCTS	TOTAL FUEL QUANTITIES	TANKER SIZES
Kuwait	Al Diwaniyah	Kerosene	11,518,7117 USG	28,000 liters
		Gasoline	10,837,851 USG	30,000 liters
Kuwait	Latifiyah	Kerosene	11,518,717 USG	28,000 liters
		Gasoline	12,808,369 USG	30,000 liters
Kuwait	Mushada	Kerosene	8,341,140 USG	28,000 liters
		Gasoline	12,808,369 USG	30,000 liters
Kuwait	Rasafa	Kerosene	8,341,140 USG	28,000 liters
		Gasoline	12,808,369 USG	30,000 liters
Kuwait	Basra	LPG	101,200 MT	20 Metric Tons

3rd OPTION DELIVERY PERIOD: September 1, 2004 through September 30, 2004

ORIGIN	DESTINATION	PRODUCTS	TOTAL FUEL QUANTITIES	TANKER SIZES
Kuwait	Al Diwaniyah	Kerosene	11,128,005 USG	28,000 liters
		Gasoline	10,489,143 USG	30,000 liters
Kuwait	Latifiyah	Kerosene	11,128,005 USG	28,000 liters
		Gasoline	12,396,259 USG	30,000 liters
Kuwait	Mushada	Kerosene	8,058,211 USG	28,000 liters
		Gasoline	12,396,259 USG	30,000 liters
Kuwait	Rasafa	Kerosene	8,058,211 USG	28,000 liters
		Gasoline	12,396,259 USG	30,000 liters
Kuwait	Basra	LPG	74,427 MT	20 Metric Tons

2. REQUIREMENTS FOR OFFERS VIA TANK TRUCK, FOB DESTINATION:**a. General Notes-**

- (1) For product transported from the Kuwaiti border, tank truck drivers shall be Kuwaiti or sponsored by local sponsor.
- (2) Contractor shall provide licensed and responsible drivers per truck and all necessary services and supplies to include necessary equipment and life support for drivers in the execution of this scope of work. Contractor is responsible for arrangements for necessary visas, fees and passports for its drivers. Contractor is responsible for any and all convoy operation, communications, consolidated staging area, convoy line up, ensuring all contractor vehicles are above standards. Contractor is responsible for setting up and operating staging area.
- (3) Contractor shall provide services 24 hours per day and 7 days a week including weekends and holidays.
- (4) Contractor shall perform in accordance with the best industry standards as well as all Local regulatory bodies, laws, codes, ordinances, and regulations.

b. Security Requirements-

- (1) Contractor drivers shall take written or verbal direction from designated contractor personnel and Management Contractor or authorized U.S. Government Representative. Contractor drivers shall follow the security guidance from the military of Management contractor.
- (2) Contractor must provide 7 days a week 24 hours a day security staff to patrol and control all entries of the staging area. Patrol shall provide a safe working area for all personnel, as well as the equipment inside the staging area and the product.
- (3) All security violation must be reported to the U.S. Government authorized personnel within one hour and followed up with a written report within 24 hours.
- (4) A security plan must be submitted for approval.
- (5) U.S. Government or Management Contractor will provide security escort to convoys.

c. Safety Requirements-

- (1) Tank Trucks will comply with local commercial safety regulations.
- (2) All tankers will be parked by product type empty and full of fuel.

- (3) The following markings shall be present on the tanker (left side, right side and back) in English and Arabic;
 - (a) No smoking within 50 feet
 - (b) Tankers will not be moved from one type of fuel to another
 - (c) Danger
- (4) Vehicles shall comply with all mandatory safety requirements of country of operation and loading/offloading facilities as well as comply with safety requirements and regulation of loading and offloading points.
- (5) Full tankers are not to be left in the yard for repairs.

d. Staging Requirements-

- (1) Contractor shall provide the following additional requirements for fuel loading:
 - (a) All hoses, manifolds, etc., required to load fuel.
 - (b) Engineering and technical support services.
 - (c) Liason with Kuwait National Petroleum Company (KNPC) to buy and load fuel.
- (2) Contractor shall provide a portable unit for office space, this unit must be in good conditions with window, air condition and heat, electricity and must be available 24 hours a day, 7 days a week including weekends and holidays. U.S. Government reserves the right to inspect the unit. Staging area entry and exits must require some type of unit to protect personal and documentation from the weather. Staging area must have light around the motor pool area (inside for safety and outside for security).

e. Convoy Requirements:

- (1) No unauthorized stops will be made with any tanker, unless authorized the Management Contractor, U.S. Government, or escort elements assigned by the U.S. Government. (Vehicle breakdowns are an exception).
- (2) Contractor shall provide minimum of one bobtail with each convoy with 20 or less tankers, 2 bobtails with each convoy with 21 or more tankers. Requirement is subject to change as per direction of the U.S. Government.
- (3) Contractor will be responsible for recovery of tractors and tankers. Contractors are responsible for the safeguarding of any and all products (situation depending on the military escorts), and reporting any loss of product within 2 hours.
- (4) Contractor shall provide supervisory vehicle to accompany the convoy.
- (5) Contractor shall provide an English/Arabic translator, capable of reading writing and speaking both languages, to ride with trucks. This individual will serve as the convoy commander and is responsible for the following:
 - (a) The accountability of equipment, personnel, product to be transported, and all forms and reports.
 - (b) Lining up their convoys in the staging area operated by the contractor.
 - (c) Ensuring that all personnel have the proper amount of life support for their mission.
 - (d) Pre-checking their convoys for proper documentation, passports, equipment serviceability, trucks are topped of with class III, unloading documents, and operator's license. The Management Contractor or the U.S. Government will provide a pre-check list for convoy commanders.
 - (e) Ensuring the safeguarding of all documentation, tracking of download documents and consolidation of completed documents that will be provided the Management contractor upon completion of the mission. The Management Contractor will provide a blank Convoy commander's log. Convoy commanders are responsible for completing this form.
 - (f) Ensuring that the time of departure to both the Contractor's operation and the Management Contractor's Logistics Operations (Reporting subject to change) is reported.
 - (g) Ensuring that they check in at all Military/Management Contractor areas when they arrive and depart, as directed by the Management Contractor or the U.S. Government.
- (6) The Management Contractor or the U.S. Government reserves the right to remove any commander not following directions. The contractor shall provide a back-up commander at times of convoy departure.
- (7) Convoys will be lined up as per the Management Contractor's instructions. Convoy supervisors and the Management Contractor will check each vehicle and driver. Convoy supervisors and the Management Contractor will complete all documentation for onward movement.
- (8) Upon completion of all documentation, the Management Contractor and convoy supervisors will conduct a briefing and provide projected timelines.

f. Equipment Requirements-

- (1) Management Contractor or any U.S. Government has the right to refuse any equipment if deemed unsafe or not road worthy. Contractor will replace this vehicle, if identified in a convoy line up, to include the convoy commander's vehicle.
- (2) Maintenance for vehicles shall include repair and replacement of mechanically defective equipment or accident damaged equipment. Contractor shall provide replacement of defective truck and trailer parts.

- (3) Contractor shall provide trucks that are fully operable and supply qualified maintenance personal (tractor, trailer, and fuel tanker) to perform maintenance 7 days a week 24 hours a day. All repairs will be completed within 24 hours. Tankers that need maintenance or are down for ANY reason shall be replaced at no extra cost to the U.S. Government.
- (4) Contractor shall be responsible for all parts maintenance. Staging yard will have common parts stocked.
- (5) Contractor must provide authorized portable-truck mounted transfer pump for the type of product being transferred. Unit will be able to transfer at rate of 1000 of liters per minute (or more). Transfer pump(s) must be fitted with the proper fitting to accommodate the tankers. Portable fire fighting equipment will be available at the site of transfer. Personnel performing the transfer will wear protective clothing (protective eyewear, coveralls, gloves) to perform the transfer.
- (6) Contractor shall provide Level 3A protective vest and Level 3 protective helmet to all its workers working in Iraq. Contract must gain written approval prior to the purchase of the equipment.

g. Additional Documentation Requirements-

- (1) It is the driver's responsibility to perform operation checks before, during and after the trip. A driver's check sheet (form) will be used, a copy will be provided to the Management Contractor upon completion of all missions and or repair. Forms will be developed with the Management Contractor and the U.S. Government in both Arabic and English.
- (2) Contractor shall maintain the driver files at the staging area. These files shall include complete information about the driver, such as copies of passport, Visa, driver's license, training documents and other documentation requested by the Management Contractor.
- (3) Loss of Product: Any loss of product will be reported within one hour and followed up with a written report within 24 hours. Statement will be provided to the Management Contractor by any and all involved within 24 hours upon the convoys return.
- (4) Transfers of product from tanker to tanker must be documented; copies of the transfer are to forward to authorized U.S. Government personnel. These forms must contain tanker numbers, date, and liters, type of product, old delivery note number and new delivery note number, statement on why the product is being transferred.
- (5) Weekly consummation reports must be turned in to the U.S. Government. Reports shall list driver, vehicle ID, date, time, and type of fuel and quantity of fuel in liters/U.S. gallons. Logs must be maintained by type of fuel. These reports are required to provide historical data for the U.S. Government. All vehicles returning from mission must be topped off before parking. No tankers shall be allowed to stop at gas stations for fuel. The U.S. military shall only provide fuel for contractor's vehicles in emergency cases. Emergency cases include: breakdowns, cases when truck is equipped with single tanker, in case more fuel is consumed because of rerouting of the vehicle. Day before any mission the operator must ensure his/hers equipment is topped off and ready for their mission.
- (6) Contractor shall provide delivery receipts for all products delivered. Receipts shall be signed by the Management Contractor or authorized U.S. Government Representative.
- (7) Contractor must provide weekly report on the fleet and changes in the fleet.
- (8) Contractor must maintained control of all documents; contractor will process all bills in accordance with the procedures set forth in the Invoicing and Payment Clause located on Page 14 of the Commercial Package.

OFFER SCHEDULE FOR TRANSPORTATION SERVICES

ITEM	PRODUCT	RECEIVING ACTIVITY LOCATION/ FOB POINT	PRICE/DELIVERY (U.S. Dollars)
0001	Kerosene	Diwaniyah, Iraq	
0002	Kerosene	Latifiya, Iraq	
0003	Kerosene	Rasafa, Iraq	
0004	Kerosene	Mushada, Iraq	
0005	Kerosene	Al-Ramadi, Iraq	
0101	Gasoline	Diwaniyah, Iraq	
0102	Gasoline	Latifiya, Iraq	
0103	Gasoline	Rasafa, Iraq	
0104	Gasoline	Mushada, Iraq	
0301	LPG	Basra, Iraq	

NOTE: Please provide an offer price for the basic requirement and each option. If the government elects to exercise the option periods, the extended contract will continue to escalate on the same basis as the basic award prices. See EVALUATION OF OPTIONS on Page 23.

3. ELECTRONIC TRANSFER OF FUNDS PAYMENTS - CORPORATE TRADE EXCHANGE

(a) The Contractor shall supply the following information to the Contracting Officer no later than 5 days after contract award and before submission of the first request for payment. The bank designated as the receiving bank must be located in the United States and must be capable of receiving Automated Clearing House (ACH) transactions.

NAME OF RECEIVING BANK: _____
(DO NOT EXCEED 29 CHARACTERS)

CITY AND STATE OF RECEIVING BANK: _____
(DO NOT EXCEED 20 CHARACTERS)

AMERICAN BANKERS ASSOCIATION NINE DIGIT IDENTIFIER OF RECEIVING BANK: _____

ACCOUNT TYPE CODE: (Contractor to designate one)

☐ CHECKING TYPE 22

☐ SAVINGS TYPE 32

RECIPIENT'S ACCOUNT NUMBER ENCLOSED IN PARENTHESES: _____
(DO NOT EXCEED 15 CHARACTERS)

RECIPIENT'S NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

STREET ADDRESS: _____
(DO NOT EXCEED 25 CHARACTERS)

CITY AND STATE: _____
(DO NOT EXCEED 25 CHARACTERS)

NOTE: Additional information may be entered in **EITHER** paragraph (b) **OR** paragraph (c) below. Total space available for information entered in (b) **OR** (c) is 153 characters.

(b) SPECIAL INSTRUCTIONS/OTHER IDENTIFYING DATA:

(DO NOT EXCEED 153 CHARACTERS)

OR

(c) THIRD PARTY INFORMATION: Where payment is to be forwarded from the receiving bank to another financial institution for deposit into Contractor's account, the following information **must** be supplied by the Contractor: Second Bank Name, City/State and/or Country, Account Number, and Account Name.

(DO NOT EXCEED 153 CHARACTERS)

(d) CONTRACTOR'S DESIGNATED OFFICIAL SUBMITTING ELECTRONIC FUNDS TRANSFER INFORMATION.

NAME: _____
(DO NOT EXCEED 25 CHARACTERS)

TITLE: _____
(DO NOT EXCEED 25 CHARACTERS)

TELEPHONE NUMBER: _____
(DO NOT EXCEED 25 CHARACTERS)

SIGNATURE: _____

(e) Any change by the Contractor in designation of the bank account to receive electronic transfer of funds in accordance with this clause must be received by the Contracting Officer no later than 30 days prior to the date the change is to become effective.

(f) The electronic transfer of funds does not constitute an assignment of such funds in any form or fashion.

(g) In the event corporate trade exchange (CTX) payments cannot be processed, the Government retains the option to make payments under this contract by check.

(h) NOTICE TO FOREIGN SUPPLIERS.

(1) Payment may be made through the Federal Reserve Wire Transfer system. The bank designated as the receiving bank must be located in the United States and must be capable of receiving ACH transactions. The appropriate American Bankers Association nine-digit identifier must be supplied in order for payments to be processed through CTX.

(2) If your account is with a foreign bank that has an account with a bank located within the United States, the U.S. bank may be designated as the receiving bank. The recipient's name and account number shall identify the foreign bank, and transfer instructions to supplier's account must be specified in (b) **OR** (c) above.

(3) The Third Party information supplied in (c) above will be located in the first RMT segment of the CTX payment information sent to the receiving bank.

(i) Notwithstanding any other provision of the contract, the requirements of this clause shall control.

4. PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION

(a) METHOD OF PAYMENT.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) MANDATORY SUBMISSION OF CONTRACTOR'S EFT INFORMATION.

(1) The Contractor is required to provide the Government with the information required to make contract payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information no later than 5 days after award. If not otherwise designated in the contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated payment office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) **MECHANISMS FOR EFT PAYMENT.** The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal Payments through the ACH are contained in 31 CFR Part 210.

(d) SUSPENSION OF PAYMENT.

(1) The Government is not required to make any payment until after receipt, by the designated office, of the correct EFT information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of any delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) LIABILITY FOR UNCOMPLETED OR ERRONEOUS TRANSFERS.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously direct funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provision of paragraph (d) shall apply.

(f) **EFT AND PROMPT PAYMENT.** A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for

settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) **EFT AND ASSIGNMENT OF CLAIMS.** If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) **LIABILITY FOR CHANGE OF EFT INFORMATION BY FINANCIAL AGENT.** The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) **PAYMENT INFORMATION.** The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) **EFT INFORMATION.** The Contractor shall provide the following information to the designated office. The Contractor may supply this data for multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electric, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
contract, and account number at the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, savings, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System and, therefore, not the receiver of the wire transfer payment.

(FAR 52.232-34)

5. FOREIGN TAXES

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DESC 52.229-9F10)

6. CONTRACTOR ORDERING AGENTS

Orders placed hereunder shall be directed to the prime Contractor at the address indicated on the cover page unless another address is indicated below.

(NOTE: Offeror to complete when submitting proposal.)

7. ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED

Remittances shall be mailed only at the Government's option or where an exception to payment by Electronic Funds Transfer (EFT) applies. (See the PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION or the PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION clause.)

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 15a (Standard Form (SF) 33) for noncommercial items or Block 17a (SF 1449) for commercial items. In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 15a of the SF 33 or in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): _____

(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

(DO NOT EXCEED 30 CHARACTERS PER LINE)

(c) Narrative Information (special instructions).

8. DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION

(c) DESIGNATED OFFICE.

Fort Belvoir, VA 22060-6222

(FAR 52.232-35)

O-14

(4) TYPE OF ORGANIZATION.

- ☐ Sole proprietorship;
☐ Partnership;
☐ Corporate entity (not tax-exempt);
☐ Corporate entity (tax-exempt);
☐ Government entity (Federal, State, or local);
☐ Foreign government;
☐ International organization per 26 CFR 1.6049-4;
☐ Other: _____.

(5) COMMON PARENT.

- ☐ Offeror is not owned or controlled by a common parent.
☐ Name and TIN of common parent:
 Name _____
 TIN _____

(c) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(d) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

- ☐ are
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

and

- (2)** ☐ have or
☐ have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- ☐ are or
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a government entity with, commission of any of these offenses.

(e) DEFINITIONS. As used in this clause--

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(f) CERTIFICATION. By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

- (1)** Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

10. DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at **1-800-333-0505**. The offeror should be prepared to provide the following information:

- (1) Company name;
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.204-6)

11. RELEASE OF UNIT PRICES

(a) The Defense Energy Support Center (DESC) has routinely released the unit prices of successful and unsuccessful offerors to interested parties at the conclusion of the procurement. This information has been released in various formats, including abstracts of offers received, bid evaluation model reports, notices to unsuccessful offers, and other summary formats. Updated contract prices are also publicly posted on the DESC website throughout the delivery period of some contracts. Offerors have not objected to DESC's routine release or disclosure of these unit prices.

(b) DESC will continue to release unit prices of successful offers after contract award pursuant to 10 U.S.C. 2305(g)(2), FAR 15.506(d)(2) and 32 CFR 286h-3.

(c) DESC will continue to release unit prices of unsuccessful offers after contract award that are included in a Government document, such as the Bid Evaluation Model or other similar evaluation document, in accordance with DoD 5400.7-R (C5.2.8.2.).

12. DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership or of beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

13. INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS

(a) **SUBMISSION OF OFFERS.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt;
- (3) The name, address, and telephone, and facsimile number of the offeror (and electronic address if available);
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different from mailing address;
- (8) A completed copy of the representations and certifications in the certification package;
- (9) Acknowledgment of solicitation amendments;
- (10) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation;

(11) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office;

(12) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(13) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(b) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(c) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(d) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(e) **LATE SUBMISSIONS, MODIFICATIONS, REVISIONS, AND WITHDRAWALS OF OFFERS.**

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "**late**" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(f) CONTRACT AWARD (not applicable to Invitations for Bids).

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. While the Government intends to evaluate offers and award a contract after oral or written discussions with offerors, it reserves the right not to conduct discussions, as determined by the Contracting Officer. However, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right not to conduct discussions as determined by the Contracting Officer. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(6) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(g) **MULTIPLE AWARDS.** The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.

(h) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(i) **DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (Applies to offers exceeding \$25,000.)** The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "**DUNS**" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call **1-800-333-0505**. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an email to Dun and Bradstreet at globalinfo@mail.dnb.com.